

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687780133291

Contract Generated Date | अनुबंध तिथि: 12-Sep-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/3499214](#)

Organisation Details | संगठन विवरण

Type | प्ररूप : State Government
Ministry | मंत्रालय : -
Department | विभाग : Secondary Education Department Uttar Pradesh
Organisation Name | संगठन का नाम : N/A
Office Zone | कार्यालय क्षेत्र : Lucknow

Buyer Details | खरीदार विवरण

Designation | पद : JD LUCKNOW
Contact No. | संपर्क नंबर : 0522-2254070-012345
Email ID | ईमेल आईडी : buyer6.sedup.up@gembuyer.in
GSTIN | जीएसटीआईएन : -
Address | पता : 58, Jagat Narayan Road, Shiksha Bhawan Lucknow-226003 (U.P.),
LUCKNOW, UTTAR PRADESH-226003, India

Financial Approval Detail | वित्तीय स्वीकृति विवरण

IFD Concurrence | आईएफडी सहमति : No
Designation of Administrative Approval | JOINT DIRECTOR EDUCATION, VI REGION, LUCKNOW
प्रशासनिक अनुमोदन का पदनाम : NOW
Designation of Financial Approval | DIOS AND AO
वित्तीय अनुमोदन का पदनाम :

Paying Authority Details | भुगतान प्राधिकरण विवरण

Role: BUYER
Payment Mode | भुगतान का तरीका: Offline
Designation | पद : JD LUCKNOW
Email ID | ईमेल आईडी : buyer6.sedup.up@gembuyer.in
GSTIN | जीएसटीआईएन : -
Address | पता : 58, Jagat Narayan Road, Shiksha Bhawan Lucknow-226003 (U.P.),
Lucknow, UTTAR PRADESH-226003, India

Consignee Details | परेषिती विवरण

S.No क्र.सं.	Consignee Name & Address परेषिती नाम & पता	Service Description सेवा विवरण
1	Contact संपर्क : 0422-3245690- Email ID ईमेल आईडी : con4.sedup.up@gembuyer.in GSTIN जीएसटीआईएन : - Address पता : 58, Jagat Narayan Road, Shiksha Bhawan Lucknow-226003 (U.P.), LUCKNOW, UTTAR PRADESH-226003, India	Manpower Outsourcing Services - Fixed Remuneration - Admin; Multi-tasking Staff; Secondary School

Service Provider Details | सेवा प्रदाता विवरण

GeM Seller ID | जेम विक्रेता आईडी : 21BA190001058049
Company Name | कंपनी का नाम : P C S FINTEC CONSULTANCY PRIVATE LIMITED
Contact No. | संपर्क नंबर : 09919709009
Email ID | ईमेल आईडी : pcsfintechlko@gmail.com
Address | पता : FLAT No 302, GRAND MAINOR APARTMENT, MURAD ALI LANE, HUSSAINGANJ, Lucknow, UTTAR PRADESH-226001, -
MSME verified | एमएसएमई सत्यापित : No
MSME Registration number | एमएसएमई पंजीकरण संख्या : UDYAM-UP-50-0008660
MSE Social Category | एमएसई सामाजिक श्रेणी : General
MSE Gender | एमएसई लिंग श्रेणी : Female
GSTIN | जीएसटीआईएन : 09AAFCP9503K1Z1

*GST / Tax invoice to be raised in the name of | जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Buyer

Service Details | सेवा विवरण

Service Start Date (latest by) | सेवा प्रारंभ दिनांक (नवीनतम) : 01-Oct-2023 Service End Date | सेवा समाप्ति तिथि : 31-Aug-2024

Category Name | श्रेणी नाम : Manpower Outsourcing Services - Fixed Remuneration

Billing Cycle | बिलिंग चक्र : monthly

Description विवरण	Number of Resources to be hired	Percentage of Service charge
List of Profiles	Multi-tasking Staff	
Zipcode	NA	
Experience	0 to 3 Years	
Post Graduation	Not Required	
Specialization for PG	Not Applicable	
Educational Qualification	Secondary School	
Specialization	Not Required	
District	NA	
Type of Function	Admin	
Basic monthly pay (INR) exclusive of GST	9530	
	947	4.5

Bonus (INR Monthly)	0
EDLI (INR Monthly)	0
EPF Admin Charges (INR Monthly)	0
ESI (INR Monthly)	309.73
Optional Allowances 1 (INR Monthly)	0
Optional Allowances 2 (INR Monthly)	0
Optional Allowances 3 (INR Monthly)	0
Provident Fund (INR Monthly)	1238.9
Tenure/ Duration of Employment (In Months)	11
Total Amount (Formula) कुल राशि (सूत्र) : (((Basic monthly pay (INR) exclusive of GST+ESI (INR Monthly)+Provident Fund (INR Monthly)+EDLI (INR Monthly)+Bonus (INR Monthly)+Optional Allowances 1 (INR Monthly)+Optional Allowances 2 (INR Monthly)+Optional Allowances 3 (INR Monthly)+EPF Admin Charges (INR Monthly))*1.18+ (Percentage of Service charge*(Basic monthly pay (INR) exclusive of GST+ESI (INR Monthly)+Provident Fund (INR Monthly)+EDLI (INR Monthly)+Bonus (INR Monthly)+EPF Admin Charges (INR Monthly)+Optional Allowances 1 (INR Monthly)+Optional Allowances 2 (INR Monthly)+Optional Allowances 3 (INR Monthly))/100))*Tenure/ Duration of Employment (In Months)*Number of Resources to be hired)	
Total Value without Addons ऐडऑन के बिना कुल मूल्य (INR)	141372458.67
Total Addon Value कुल ऐडऑन मूल्य (INR)	0
Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR)	141372458.67
Amount of Contract अनुबंध की राशि	
Total Contract Value Including All Duties and Taxes सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)	141372458.67
Price Break up offered मूल्य विभाजन की पेशकश की : Price Break up offered Document link प्राइज़ ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक	
SLA Details एसएलए विवरण	
<p style="text-align: center;">Service Level Agreement</p> <p style="text-align: center;">Manpower Outsourcing Services – Fixed Remuneration Based</p> <p>1 Agreement Overview</p> <p>This is a Service Level Agreement (“SLA” or “Agreement”) between the Buyer and Manpower Hiring Agency/Service Provider. The purpose of this Agreement is to facilitate implementation of Manpower Hiring Service at the Buyer’s premises, or any other premises approved by the Buyer. This Agreement outlines the scope of work, Buyer’s obligations, special terms and conditions related to service delivery and payment of services. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless mutually extended by both the parties.</p> <p>The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:</p> <p>I. General terms and conditions for Services;(“GTC”)</p> <p>II. Service Specific Standard Terms and Conditions (“STC”) of the Services contracts shall include the service level agreement (SLA) for the service.</p> <p>III. BID/ Reverse Auction specific Additional Terms & Conditions (ATC) as specified by the buyer.</p> <p>The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service specific STC which shall supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with the scope of work and SLA as enumerated in this document shall be construed to be part of the Contract/Agreement between the Buyer and Service Provider.</p> <p>2 Objectives and Goals</p> <p>The objective of this Agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to Buyer by Service Provider. The goals of this agreement are to:</p> <p>I. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties</p> <p>II. Present a clear, concise, and measurable description of services offered to the Buyer</p> <p>III. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified</p> <p>IV. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons</p> <p>This Agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.</p> <p>3 Parties to the Agreement</p> <p>The main stakeholders associated with this agreement are below-</p> <ol style="list-style-type: none"> Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, permitted assignees, successors and nominees as described in the agreement <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ deductions in case of non-adherence to the defined terms and conditions.</p> <p>4 Terms & Conditions</p> <p>4.1 Buyer's Obligations:</p> <ol style="list-style-type: none"> The Buyer shall provide workspace (seating area, work desk, furniture etc.) for the manpower hired through Service Provider, the Buyer shall also arrange necessary gate/entry pass to Buyer's premise/ designated premise for the manpower. Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between Buyer and Service Provider and should follow all the labor laws. The Buyer shall directly or in consultation with the Service Provider provide the necessary training to the manpower for Buyer specific tools, applications, and machinery etc., if required.' The Buyer shall provide, free of charge unimpeded access to all the infrastructure which is required to perform the Services. It may include use of stationery, printer, electricity, internet, Buyer specific servers, data drives, tools, and software etc. However, use of such infrastructure shall be limited for official purpose only. The Buyer shall make necessary arrangements for use of basic facilities like water pots/ machines, cafeteria, washrooms etc. for manpower working at Buyer's premise/ designated premise. TA/ DA shall be payable directly by the Buyer, in case of travel included in the scope of work, on production of travel documents in original and approval of appropriate 	

authority of the Buyer for undertaking such travel for the project/assignment.

- vii. In case of services hired on annual basis and 5 working days, the manpower will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the manpower will be entitled to 15 days casual leave per year on pro-rata basis. Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by the Buyer in the amount billed by the Service Provider, if no replacement of manpower is provided.
- viii. The Buyer shall have the right, within reason, to have any personnel removed who is undesirable with proper reasoning & justification.
- ix. The Buyer will have option to replace the proposed manpower in case of non-performance, non-delivery or in any other exceptional case, however replacement of the manpower will be in same category with same degree of skills, educational qualification, and number of years of experience, also prior approval for the same to be provided by the Buyer.
- x. In case if the Buyer has selected the option in the bid for retention of existing resource/resources of previous service provider, then service provider shall retain those resources. In such cases, the Buyer shall be responsible for ensuring the qualification eligibility of those resources as per the contract requirement. Any extra costs incurred by Service provider for onboarding those resources on their payroll shall be borne by Service Provider. Service Provider shall include any such costs in the service charges quoted by them during the bid participation.

4.2 Service Provider's Obligations:

- i. The service provider/contractor shall be responsible for paying wages to contract labour at rates not less than the minimum wages as notified by the Appropriate Government.
- ii. The Service Provider would be required to provide sufficient and qualified manpower, capable of supporting the functioning of the project/department in a manner desired by the Buyer. Any mismatch in demand and supply of the manpower such as number of employees, educational qualification, sectoral/ desired work experience etc. may lead to deductions and/or replacement of the resource with the matching skillset based on the approval from buyer.
- iii. The service provider/contractor shall be responsible for paying bonus to contract labour in the manner prescribed by the Payment of Bonus Act, 1965 & shall get reimbursed from the buyer.
- iv. The service provider/contractor shall be responsible for paying proportionate gratuity to contract labour who have rendered continuous service as per the provisions of the Payment of Gratuity Act, 1972
- v. Service Provider shall adhere to the timeline given by Buyer for providing the required manpower on Buyer's premise/ designated premise.
- vi. The Service Provider shall not assign its rights or obligations under this Contract, in whole or in part, nor enter any subcontract to perform any portion of this Contract, without the written consent of the Buyer. The Service Provider shall be responsible and liable to deliver the services as per the contract.
- vii. The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.
- viii. The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The biodata/ resume, qualification and experience of the said manpower should be verified/certified by the Service Provider. In case any of such document is found to be false at any stage, it would be deemed to be a breach of terms of contract making the Service Provider liable for legal action.
- ix. The Service Provider shall be responsible for police verification, character, and antecedents' verification of the manpower. The same may be verified by the Buyer at the time of joining of the manpower, if he/she so desires.
- x. The manpower provided by the Service Provider shall not be deemed employees of the Buyer department hence the compliance of the applicable acts/ laws will be the sole responsibility of the Service Provider.
- xi. The Service Provider shall furnish the following documents in respect of the manpower deployed by them to Buyer's premise/ designated premise in the given time limit:
 - i. List of persons deployed (monthly)
 - ii. Biodata/ resume with antecedents' details (at the time of deployment)
 - iii. Copy of Aadhaar Card of the candidates (at the time of deployment)
 - iv. Identity Cards issued by Service Provider bearing photograph (within 8 days of joining)
 - v. Identity proof and residential proof (at the time of deployment)
 - vi. Copy of police verification certificate (at the time of deployment)
 - vii. Copy of birth certificate, if required (at the time of deployment - for domicile purpose)
- xii. The Service Provider shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be responsible for regular interaction with the Buyer Department so that optimal services of the persons deployed could be availed without any disruption.
- xiii. The attendance of the manpower shall be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's premises.
- xiv. All selected manpower shall wear Identity Card provided by the Service Provider every day during working hours.
- xv. The Service Provider shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to Buyer.
- xvi. In an event of deployed manpower availing leave, and if required by Buyer, suitable substitute(s) shall be provided by Service Provider as per mutual understanding with Buyer. Service Provider shall communicate the same to buyer in advance.
- xvii. In case of any resource permanently leaving the organization or taking leave for a longer duration, service provider shall communicate the same to buyer at least 1 month prior to the last working day of a resources. Suitable substitute(s) shall be provided by Service Provider as per mutual understanding with buyer.
- xviii. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
- xix. The Service Provider shall ensure that all the relevant licenses/ registrations/ permissions which may be required for providing the services under this Agreement are valid during the entire period of the Agreement; failing which the Buyer can take appropriate action including imposition of deductions and termination of contract. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.
- xx. In case of continuous work (24 hours or more than 26 days in a month), Service Provider shall be responsible to change the shifts and manpower in compliance with the labor laws.
- xxi. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
- xxii. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer.
- xxiii. The persons deployed shall treat as confidential all data and information received from the Buyer and obtained in the execution of its responsibilities under this Contract/ Agreement, in strict confidence and will not reveal such information to any other party including the Service Provider without the prior written approval of the Buyer. In view of this, the persons deployed shall be required to sign a non-disclosure agreement and breach of the same shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract and termination of contract.
- xxiv. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer.
- xxv. No deployed manpower shall be allowed to stay in the Buyer's premise/ designated premise unnecessarily after working hours without Buyer's permission.
- xxvi. Any damages/ losses caused by deployed manpower shall be borne by the Service Provider. The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider during their performing the functions/duties, or for payment towards any compensation.
- xxvii. The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way be responsible for settlement of such issues whatsoever.
- xxviii. The Service Provider shall be responsible for timely payment of take-home remuneration to the manpower and deposit of EPF and ESI (both employee and employer share), failing which deductions shall be made by buyer.
- xxix. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Buyer Department or any other authority under Law.
- xxx. The Service Provider shall ensure regular payment to the deployed manpower to their entitlements like monthly salaries/ wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.
- xxxi. The wages of every person deployed upon or in any establishment upon or in which less than one thousand persons are employed, shall be paid before expiry of the seventh day after the last day wage-period in respect of which the wages are payable. In any other establishment, wages of every person employed shall be paid before